

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS



WAGANAKISING ODAWAK

LEGISLATIVE BRANCH PERSONNEL POLICIES HANDBOOK

EFFECTIVE: OCTOBER 27, 2022

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PREAMBLE

The Little Traverse Bay Bands of Odawa Indians Constitutionally Mandated Rules of Conduct for All Levels of Tribal Government states that all officials and employees of the Tribal government are Public Servants and public service is public trust. Each official and employee has a responsibility to the Tribe and its Tribal Citizens to place loyalty to the Constitution, laws and ethical principles above private gain. To ensure that every Tribal Citizen can have complete confidence in the integrity of the Tribal Government, each official and employee shall respect and adhere to the principles of ethical conduct set forth in these Rules as enacted by Waganakising Odawak Statute 2018-018 Ethics for All Levels of Tribal Government.

SECTION I. INTRODUCTION

A. Introductory Statement

1. The Little Traverse Bay Bands of Odawa Indians Tribal Government is pleased to have you on board as an employee. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. Our commitment to the highest standard helps us hire great people like you.
2. This handbook has been designed to provide you, a Tribal Government employee, information about working conditions, employee benefits, and other employment matters. It is your obligation to read, understand, and comply with this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Tribal Government to benefit its employees.
3. The Tribal Government reserves the right to revise, supplement, or rescind any policies or portion of the handbook as it deems appropriate, in its sole and absolute discretion. Employees will be provided a copy of such changes to the handbook as they occur. As a sovereign nation, LTBB retains its inherent authority to change this policy at any time.

4. Employees will receive an EMPLOYEE ACKNOWLEDGEMENT FORM to sign at every point of change to the handbook.
5. Policies contained within this handbook are not intended to create an employment contract.

B. Mission

The mission of the LTBB Tribal Government is to ensure quality leadership by exhibiting integrity and fairness in order to provide excellent programs and services while maintaining the unique cultural heritage of individuals in the Tribal community.

C. Jurisdiction and Sovereign Immunity

LTBB is a sovereign Indian nation. LTBB laws shall apply to all employment matters. Nothing in this handbook is intended or shall be considered to be a waiver of the sovereign immunity of the Tribe or a consent to the jurisdiction of the State of Michigan, or any state or federal court, or state or federal administrative agency, unless stated otherwise. By accepting employment, you consent to the jurisdiction of the LTBB and its laws.

SECTION II. EMPLOYMENT HIRING

In the exercise of its inherent self-governing authority over its Citizens and territory, LTBB ensures that Citizens of the Tribe and other Federally Recognized Tribal Citizens be given priorities for employment, promotion, training and retention of employment over non-Citizens of the Tribe. The provision of such employment preferences for Tribal Citizens promotes the public health and welfare of the Tribe by allowing the benefits of economic development within the territorial jurisdiction of the Tribe to be realized by Citizens of the Tribe and other Federally Recognized Tribal Citizens.

A. In accordance with Waganakising Odawak Statute 2002-04 Indian Preference, the Tribe and Tribal Business Enterprises shall grant an Employment Preference for hiring, promotion and training to the following persons in the following order:

1. Citizens of the Little Traverse Bay Bands of Odawa Indians
2. Other federally recognized citizens of North American Indians Tribes (FRNAI)

B. Except for the Indian preference as stated, employment, promotion, and training opportunities within the Tribe will be offered to qualified individuals without regard to religion, race, color, national origin, ethnicity, age, sex, height, weight, familial status, marital status, disability, perceived disability or sexual orientation.

1. Qualified. WOS 2002-004 Indian Preference in Tribal Employment states that a qualified applicant means a person who meets minimum qualifications, experience, background, abilities or education.
2. Promotion.
 - a. Any person who has been convicted of a crime of domestic violence in any competent jurisdiction shall not be hired or promoted to a position of manager or supervisor, or a position that has managerial or supervisory duties over another person within the Tribal government within seven (7) years of such conviction.
 - b. Any person, if known, who has been held responsible for sexual harassment by either a formal proceeding which may include an agency hearing, mediation or arbitration, or in a court of competent jurisdiction shall be not be hired **or promoted** to a position of manager or supervisor, or a position that has managerial or supervisory duties over another person within Tribal government, within seven (7) years of such finding.
 - c. If an LTBB Citizen holds a position where job duties, pay level and qualifications increase, the new job is essentially an expansion of their current job, and they meet the expanded qualifications, the Citizen may be promoted without posting. (added same language as in Section

C. In accordance with Waganakising Odawak Statute 2008-011 Fair Employment LTBB ensures that Citizens of the Tribe and other Federally Recognized Tribal Citizens be given priority for retention of employment over non-Citizens of the Tribe.

D. Job Descriptions Job descriptions will be developed by the Department Director/Immediate Supervisor and Human Resources Department and will include a wage range in accordance with the approved wage scale. Classifications. Positions will be classified as exempt (salary) or non-exempt (hourly) based on job duties and applicable Tribal and Federal law.

1. Open positions. All new and vacant positions shall include the necessary qualifications of the job with a clear description of experience, background, abilities, skills, or education that is needed in order to be successful in the position. The Department Director/Immediate Supervisor and Human Resources Department will determine, based on the job description, and the pay range, the position level and the exempt status.
2. Background checks. The job description will identify what applicable background checks will be conducted by the Human Resources Department, i.e., personal, employment, driving (as applicable), education, criminal, credit history (as applicable), and/or employment references. Human Resources Department will set the standards that will be used to adjudicate the background checks.

E. Job Applications. A job application form shall not request unnecessary background information nor shall it ask for non-applicable information such as arrest records, expunged records, sealed court documents or dismissed court cases.

F. Posting requirements. The Human Resources Department shall post new and vacant positions in accordance with applicable law on the LTBB website, and forward it to all LTBB Departments, LTBB Enterprises, and other media as appropriate.

1. Posting a new open position or vacancy. The Department Director/Immediate Supervisor will initiate the hiring process by completing the Human Resources Department Staffing Requisition form and obtaining all the required signatures and complete funding numbers.
2. Posting New Position Versus Promotion.
 - a. If a position changes from part-time to full-time, the position shall be posted unless already filled by an LTBB Citizen in which case the Citizen may be promoted to full-time status.
 - b. If an LTBB Citizen holds a position where job duties, pay level and qualifications increase, the new job is essentially an expansion of their current job, and they meet the expanded qualifications, the Citizen may be promoted without posting.

- c. When job duties and qualifications significantly expand, especially when accompanied by a significant pay increase, a new position should be posted and Indian preference shall be applied. However, there is no need to post a new position for every change in duties and qualifications if the core job functions remain, especially if pay remains in the same wage range.

G. LTBB Citizen applicants. The Department Director/Immediate Supervisor, in consultation with the Human Resources Department, shall review all of the LTBB Citizen applications, cover letters and resumes, first and decide on whether or not an applicant meets the minimum qualification for the position.

1. If any of the LTBB Citizen applicants are determined qualified for the position, then an interview shall be set up by the Human Resources Department and the applicant shall be interviewed. If the position is offered to an LTBB Citizen applicant, and the offer is accepted, then no other applicants will be considered.

H. FRNAI Applicants. If none of the LTBB Citizen applicants are determined to meet the minimum qualifications for the position, the Department Director/Immediate Supervisor in consultation with the Human Resources Department shall review all FRNAI applications, cover letters and resumes.

1. If any of the FRNAI applicants are determined to meet the minimum qualification for the position, then an interview will be set up by the Human Resources Department and the applicant shall be interviewed. If the position is offered to the FRNAI applicant, and the offer is accepted, then no other applicants will be considered-

I. Other Applicants. After prudent consideration for reposting the position, or after the position has been reposted, and it is determined that no Tribal applicants meet the minimum qualifications, the Immediate Supervisor may receive and review all other applicants who meet the minimum qualifications.

J. Interview Process. Immediate family shall not be involved in the interview or selection process for the applicant. "Immediate Family" shall mean spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparent, grandchild, step-grandparent, step-grandchild and any person living in the same household.

1. The Department Director/ Immediate Supervisor and the Human Resources Department shall review all applications and the Human Resources Department shall

contact qualified applicants and set up interviews. The Human Resources Department will notify applicants of any skills testing or supplemental materials needed at that time.

2. Interview panels will have no less than two (2) interviewers, including a representative from the Human Resources Department.
3. A set of the same interview questions will be asked of each candidate during the interview, with the ability of the interviewers to ask related follow up questions or questions for clarification.
4. After the interview, the interviewer(s) will assess whether or not the candidate possesses the minimum qualification(s) of skills and experience and/or education needed for a particular position. as set forth in the job description.
5. Second Interview. The Department Director/Immediate Supervisor may request a second interview of candidates to ask related follow up questions or questions for clarifications including information contained in a mandatory pre-employment offer background check.

K. Temporary Staff. Departments requesting temporary staff will submit an approved Staffing Requisition to the Human Resources Department. The Human Resources Department will present a list of available temps to the requester. The Human Resources Department will determine the minimum wage range for the “temporary pool” employees.

L. Interns. The Internship Program is maintained by the Human Resources Department and may assist to recruit, monitor, and assist individuals who are interested in on-site work experience within the Tribe. Internships require the approval of the Department Director/Immediate Supervisor and the Human Resources Director.

1. To provide Tribal Members/Students with onsite work experience directly related to career/educational goals and/or field(s) of interest, emphasizing cultural values and professional development.
 - a. Internship: An on-site work experience directly related to career goals and/or field of interest. Supervised/Mentored emphasizing learning and professional development. Evaluative system for feedback and communication. Internships can be paid, unpaid, for credit, not-for-credit.

- b. Culturally Proficient: The knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizen Community.
- c. Learning Agreement: Objectives to be accomplished during the internship.
- d. Direct Supervisor/Mentor: This employee responsible to facilitate the intern's Learning Agreement Objectives by providing guidance in the development of the position's cultural values. Progress documentation will be noted and an evaluation of the intern will be created at the end of the internship.

M. Employing Minors

1. A minor must be at least 14-years-old for most occupations and shall possess a work permit to ensure education is prioritized over work. Minors may only work certain hours and such hours cannot exceed forty-eight (48) hours in a work week, when combining school and work under the following restrictions:
 - a. A minor may not work more than six days in a week.
 - b. 14- and 15-year-olds may not work after 9:00 p.m. or before 7:00 a.m.
 - c. 14- and 15-year-olds may not work during school hours.
 - d. A minor age 16 or older shall not work before 6:00 a.m. or after 10:30 p.m., Sunday through Thursday.
 - e. A minor age 16 or older shall not work before 6:00 a.m. or after 11:30 p.m. Fridays and Saturdays, during school vacation periods, and during periods when a minor is not regularly enrolled in school.
 - f. Minors are limited to working no more than ten (10) hours in a day, with a weekly average of eight (8) hours per day.
2. No deviations are allowed for 14- and 15-year-olds. Any deviations for 16-year-olds and older from the restrictions as set forth will require an approval by the United States Department of Labor, Wage and Hour Division. There are some positions that minors may not be hired based on the work duties.
3. A work permit is not required for a 17-year old minor who has passed the general education development (GED) test and provided copy of certification to the

employer. Certification is now issued by the MDE (Michigan Department of Education).

N. Utilizing Community Service Workers

1. The Department Director/Immediate Supervisor will coordinate with the Human Resources Department and the LTBB Tribal Court when requesting community service workers for their department.
2. The LTBB Court will provide the Tribal Government with community service workers as they become available, and will be assigned work commensurate with their capabilities, health and physical conditions. The assignment will include a date, time and place to which the worker is to appear.
3. LTBB will also accept community service workers from other courts, as long as all provisions in this section are followed.
4. The Department Director/Immediate Supervisor, or designee, will be responsible for direct supervision of the worker and will ensure that the worker is actually engaged in productive community service work.
5. The worker shall be provided with safety protection and equipment commensurate with the type of work being performed.

SECTION III. BACKGROUND CHECK

A. The Human Resources Department (HR) will conduct background checks on all new employees, including personal, employment, driving (if applicable), education, criminal, credit history (if applicable) and/or past employment references.

B. Applicants or Employees that falsified information, provided invalid information or have questionable or concerning information found in the background check may be denied employment or terminated within 90 days of the discovery of a discrepancy. (Not applicable to sealed court documents, dismissed court cases or expunged records.)

C. In accordance with Public Law 101-630, Any person who is applying for a position involving regular contact with or control over Indian children, may only be employed if the individuals meet standards of character no less stringent than those prescribed as follows: The minimum standards of

character that are to be prescribed under this section shall ensure that none of the individuals hired to positions have been found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense, or any of two (2) or more misdemeanor offenses, under Federal, State, or Tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children.

D. LTBB reserves the right to perform post-hire background checks as needed or in accordance with statutory requirements.

SECTION IV. SALARY AND WAGE

All employees have the right to be paid the same as other employees who perform substantially equal work in the same establishment with same skill, effort, responsibility and working conditions other than differentials that are permitted based on seniority, merit, quantity or quality of production, or any other non-discriminatory factor. Starting wages will be within the approved wage range on the current LTBB wage scale as presented by the Executive and approved by Tribal Council. The Department Director/Immediate Supervisor in consultation with the Human Resources Department will determine the starting wage. Contractual employees' salary and wage will be according to the approved contract.

SECTION V. CONDITIONS OF EMPLOYMENT

A. Probationary Period.

1. Exempt and Non-exempt employees will be considered "at-will" employees during the probationary period, which is the first 90 calendar days after their date of hire. If the 90th day is on a weekend or holiday that the employee does not work, then the next business day that the Tribal Offices are open shall be the 90th day.
2. The Immediate Supervisor/Department Director may terminate, with Human Resources Department consultation, an employee with or without cause at any time during the probationary period. The employee will not be eligible for the termination grievance process, if they are terminated during the probationary period.
3. The probationary period will automatically be extended by the length of any excused absence of one (1) week or more.

B. Contractual Employees. Contractual employees are regular employees who have terms of employment outlined in a contract. Contractual employees will also follow all applicable provisions of the employee handbook.

C. Independent Contractors. Independent Contractors are not considered employees of LTBB, and may not hold the position of Department Director or Immediate Supervisor for employees or contractual employees of the Tribal government.

D. Family Members. Immediate family members of persons currently employed by the Tribal Government may be hired only if they will not be working directly for or supervising an immediate family member. Employees cannot be transferred into such a reporting relationship.

E. “Immediate Family” shall mean spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparent, grandchild, step-grandparent, step-grandchild and any person living in the same household. Outside Employment

1. No Tribal Government employee may work for any other LTBB owned entity that would potentially incur unauthorized overtime through dual employment.
2. The Department Director/Immediate Supervisor may determine that the dual employment or outside work conflicts with the employee’s performance and their ability to meet the requirements of the job or that the employee’s dual employment causes unauthorized overtime.
3. If it is determined to present a conflict or otherwise interfere with the employee’s job performance, the Department Director/Immediate Supervisor may require the employee terminate the dual or outside employment if the employee wishes to remain in their present position with the Tribal government.

F. Interim Positions

Interim positions, also known as “acting” positions, are defined as a temporary position or performing services temporarily. Interim positions may only be utilized to fill a permanent position that cannot be left vacant. Interim positions do not need to be posted and may be filled immediately. The interim period shall not exceed a six (6) month period. Only one interim position term can be used per permanent vacancy occurrence. The employee serving in the Interim position will be paid according to that interim position’s pay scale.

G. Transfers

1. Current Employees applying for an open position within the Tribal Government, shall submit an updated application to the Human Resources Department.
2. Any employee may transfer without loss of benefits (e.g., PTO, Years of service) provided their new position has the same benefitted status as their current position. Any leaves or alternate work schedules within the transferred position will need to be approved by the employee's new Immediate Supervisor.
3. When an employee transfers to a position in a lower position level, the employee will be paid at a rate within the wage range for the lower classification.
4. The Tribal Government requests at least two (2) weeks written notice of transfer from all employees. Transferring employees will be subject to a 90-day performance probationary period. Transferring employees may use PTO and Health & Wellness Leave with updated approval from their new Department Director/Immediate Supervisor during their performance probationary period.

H. Resignation

The Tribal Government requests at least two (2) weeks written notice of resignation from non-exempt employees and four (4) weeks-notice from exempt employees.

I. Employment Termination

The Human Resources Department shall schedule exit interviews at the time of employment termination, whether it is a voluntary or involuntary termination. The exit interview will afford an opportunity to discuss such issues as employee benefits (Consolidated Omnibus Budget Reconciliation Act, COBRA), portability and conversion of other insurances, repayment of outstanding debts to LTBB, and return of LTBB owned property (keys, I.D. badge, computer files/passwords, laptops, cell phone, etc.)

1. A copy of Human Resources Department's Exit Interview Policy will be available upon request. The policy will contain all provisions available as discussed during the Exit interview.

2. At the exit interview, the departing employee will be offered a questionnaire that contains questions that would be helpful in evaluating the workplace environment. The completed questionnaire will be copied to the Department Director/Immediate Supervisor at the discretion of the Human Resources Director
3. If the exit interview questionnaire reports reveal that the Immediate Supervisor is who the complaint is referring to, the report will be forwarded the next supervisory level up it won't be forwarded to that particular supervisor who the complaint is referring to. This includes if the complaint is about the Human Resources Director as an Immediate Supervisor.
4. If a complaint regards criminal behavior, sexual harassment, incidents of discrimination or other legal issues, the Human Resources Director has an obligation to take investigative action or report to Law Enforcement. All complaints will be investigated promptly.
5. Confidentiality will be protected to the extent reasonably possible. What if the super
6. If the terminated employee declines an exit interview, standard employment termination process will continue and the Human Resources Department will note the date and time of the offer in the terminated employee's file.
7. Any earned PTO time that is due and payable at termination will be paid on the next scheduled governmental payroll run, Repayment of outstanding debts to LTBB will be deducted from employee's final paycheck. New Hire Probationary Period employees are not eligible for PTO payouts at termination. Some benefits may continue at employee's expense if employee so chooses. The employee will be notified in writing of the benefits that may continue and of the terms, conditions, and limitations of such continuance.
8. LTBB may employ legal means to recover equipment and LTBB property that is not returned when an employee leaves employment.

J. Access to Personnel Files. The Human Resources Department maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, disciplinary actions and other employment records.

1. Personnel files are the property of LTBB and access to the information is restricted. Supervisory personnel may review their staff files as needed, in accordance with Human Resources policy. The Human Resources Department controls access to the personnel files and shall keep all original files.
2. An employee who wishes to review his or her own personnel file shall complete the Human Resources 'Personnel File Request' form. Employees may review or obtain a copy of their own personnel file. Personnel files may be reviewed in the Human Resources Department with HR staff present. Personnel files may not be removed from the Human Resources Department, but a copy may be made with proper authorization.
3. Employees or former employees shall complete a personnel file review request form and may obtain a copy of their own personnel file without cost.
4. If an employee does not agree with any of the information in their personnel file, they may submit a written statement explaining their position to their Immediate Supervisor and the Human Resources Department, which will become a part of their personnel file.

K. Reporting Personal Data Changes. It is the responsibility of each employee to keep their personnel file accurate and current at all times by promptly notify the Human Resources Department of any changes in personal data, such as: personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such information. Some benefit programs may have a time limit by which an employee can make additions and changes.

SECTION VI. EMPLOYEE BENEFITS & COMPENSATION PROGRAM

A. Insurance Benefits and Retirement Plans. Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security and Unemployment Insurance) cover all employees in the manner prescribed by Federal, State and/or Tribal Law. Eligibility for benefits is dependent upon a variety of factors and is subject to all terms and conditions of the agreement between the LTBB and the insurance carrier or governmental agency. A Benefits Grid is utilized to determine the benefits that each employee receives based on their employment status (i.e. Full time, part-time, seasonal, temporary, interns).

1. Health Insurance – Medical, Dental, Vision
 - a. Little Traverse Bay Bands of Odawa Indians health insurance plan provides eligible employees and their dependents access to medical, dental, and vision care insurance benefits. Eligible employees may participate in the health insurance plan. If both spouses work for LTBB Tribal Government, only one LTBB health insurance plan will be issued.
 - b. A change in employment classification that would result in loss of eligibility to participate in the Health Insurance Plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). (See COBRA Section II, Paragraph A-6) (COBRA Appendix).
 - c. Continuation Riders for “overage dependents” (obtaining the age of 26) will be determined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), and the Health Insurance plan and can be verified through the Human Resources Department/Benefits Coordinator.
2. Life Insurance. LTBB provides a Basic Term Life Insurance Plan for eligible employees. Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the Basic Life Insurance Plan.
 - a. Employees may enroll in a basic term life plan without medical underwriting during the first three months of employment.
3. Short Term and Long-Term Disability Insurance. LTBB provides for short term disability insurance (STD) and long-term disability insurance (LTD) for eligible employees. STD and LTD provide partial income replacement per the insurance policy in the case of an employee becoming disabled.
4. Supplemental Life Insurance. Eligible employees may purchase additional Supplemental and/or Dependent Life Insurance coverage. The premiums shall be paid via payroll deduction.
 - a. Employees may enroll in supplemental life plan without medical underwriting during the first three months of employment.

5. Supplemental Medical Coverage. LTBB offers eligible employees the option to purchase insurance that will supplement their basic insurance plan, i.e. AFLAC. Monthly premiums shall be paid via payroll deduction.
6. Workers' Compensation Insurance. LTBB provides by law a comprehensive workers' compensation insurance program that provides employees of the Tribe and its sub-entities employment benefits to which the employee would be entitled to for accidental injuries sustained by the worker arising out of and in the course of their employment which require medical services or result in disability or death.
 - a. An employee shall report any injury, verbally or in writing, no matter how slight, to their supervisor within 96-hours after the injury has occurred. No benefit will be paid to the employee, if the employee does not report the injury within 96 hours to their supervisor. If the injury incapacitates the employee, the time periods shall not begin to run until the incapacity ends. An injury may be reported by another on behalf of the employee.
 - b. A supervisor receiving a report or notice of an injury from the employee shall promptly report the claim to the Plan Administrator in writing within 72 hours of receipt of the report or notice of injury, or as soon as possible thereafter.
 - c. The Human Resources Department shall provide Additional Terms and Conditions.
7. Unemployment Benefits. LTBB choses to utilize the State of Michigan's Unemployment Insurance Agency for unemployment benefits.
8. COBRA Rights. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the LTBB Health Plan when a "qualifying event" would normally result in the loss of eligibility. The Human Resources Department provides each eligible employee with a written notice describing rights granted under COBRA via a third-party company when the employee becomes eligible for coverage under the LTBB Health Insurance Plan. Under COBRA, the employee or beneficiary pays the full cost of coverage at the LTBB group rates plus an administration fee in accordance with the Provider's provision.

9. 401(k) Plan. LTBB has established a voluntary 401(k) retirement savings plan to provide employees the potential for future financial security for retirement. Both pre and after-tax contribution options are available. Contributions to the 401(k) are payroll deducted. Eligible employees may participate in the LTBB 401(k) Plan subject to the terms and conditions of the Summary Plan Provisions Document.
 - a. To be eligible to enroll in the LTBB 401(k) Retirement Savings Plan, employees must complete three (3) months of service. The entry date will be the first day of the month following the date the employee satisfies the eligibility requirements. Contribution changes may be made anytime. Participants are provided with a complete Summary Plan Provision Document upon entry into the plan.
 - b. The 401(k) Retirement Savings Plan allows employees to elect how much salary they want to contribute, up to the plan maximum. LTBB contributes an additional matching amount up to a maximum of 5% of gross income.
 - c. Three Year Graded Vesting on Employer Matching Contributions

<u>Years of Credited Service</u>	<u>Vested Percentage</u>
Less than 1	0%
1	50%
2	80%
3 or more	100%

B. Leaves of Absence

1. Paid Time Off. Paid Time Off (PTO) is available to eligible employees who have successfully completed the probationary period for periods of temporary absences. Employees are eligible to earn and use PTO as described in this policy. The amount of PTO is determined by continuous employment for the Tribe. Continuous employment for the Tribe will refer to employment with the Tribal Government (Executive, Legislative, or Judicial Branches, or the Prosecutor’s Office) as a regular full-time or regular part-time employee, or employment with the Tribally-owned enterprises (e.g.: Odawa Casino & Resort). When an employee accepts a position within the Tribal government, their PTO accrual rate will reflect the years of service that they had with one of the aforementioned entities, provided that the years of service were continuous and the employee had left their position with one of the

Tribally-owned entities to take a position with the Tribal government. For purposes of PTO, continuous employment years are calculated by the employee’s original date of hire. PTO is available for use as vacation, sick or personal time off.

The date that the employee officially started working for the Tribal government will be the employee’s official hire date with the Tribal government, for purposes of annual compensation and employee performance review.

- a. Rate of Accrual - The amount of PTO an employee receives each year will increase with the length of their employment as shown in the PTO Accrual Rate table (below) and shall be paid at the employee’s base pay rate at the time leave is taken.
- b. PTO shall be accrued and capped in accordance with the PTO Accrual Rate Table. PTO will be accrued for all hours paid up to 40-hours per week. Exempt employees’ PTO will be calculated on a 40-hour workweek. PTO will be accrued on a weekly basis throughout the year.
- c. A maximum of 160-hours of accrued PTO may be carried over from one calendar year to next. Any unused PTO over 160-hours on December 31st will be lost. Earned PTO will be paid to eligible employees upon leaving the employment of LTBB on the next payroll run following the termination of employment.

ACCRUAL RATE TABLE		
Years of Service	Hours / Days / Weekly Rate	Cap
0-1	144.04 hours / 18 days/ 2.77	144.04
1-3	184.08 hours / 23 days/ 3.54	184.08
3-5	224.12 hours / 28 days/ 4.31	224.12
5-9	264.12 hours / 33 days/ 5.08	264.16
9-15	304.20 hours / 38 days/ 5.85	304.20
15+	344.24 hours / 43 days/ 6.62	344.24

- d. The Tribe recognizes years of service for LTBB employees - If an employee is laid off and returns to work within one year, PTO accrual will resume at the rate the employee was earning as of the lay-off date. An employee, who resigns or is terminated and is subsequently rehired, will accrue PTO as a new employee.
- e. Military Service. Employees with prior military service will be credited year-for-year, up to five (5) years of military service as time worked for the Tribe, for purposes of determining PTO Accrual Rates.
- f. Scheduling and Use of PTO - Scheduling is on a first-come, first-serve basis. Employee's requests for use of PTO may be denied by their Immediate Supervisor if their absence would create an undue hardship on the Tribal government operations or services to Tribal Citizens. If the Immediate Supervisor denies a PTO request, the denial will be in writing and will convey the reason for denial.
- g. PTO shall be used in increments no less than one quarter (1/4) hour. All requests for PTO time shall be submitted via the approved timekeeping system.
- h. Employees should request approval from their Immediate Supervisor with as much advance notice as possible if intending to use more than eight (8) hours of PTO.
- i. If an employee is denied PTO and does not show up for work during the timeframe for which PTO had been denied, the employee shall be subject to disciplinary action and time lost will be considered as unpaid leave, unless there is a health or medical condition that is substantiated by a doctor's note.
- j. In the event of an emergency closure, any scheduled and approved PTO or any other type of approved leave will still be utilized as intended. Office Closure hours are intended for those who are scheduled to work. Examples:
 - i. If an employee has scheduled PTO or any other type of scheduled leave for a day that LTBB buildings are closed due to an emergency, then that employee will still utilize their scheduled PTO or other type of scheduled leave for that day.

- ii. If an employee intends to come to work on a day that offices are closed, then they will utilize Office Closure for that day.
- k. All PTO used shall be reported on the approved timekeeping system.
- l. Upon termination of employment, employees who have completed their Probationary Period will be paid for unused PTO that has been earned through the last day of work.
- m. Earned PTO may be accumulated up to the established cap amount based on years of service. An employee who reaches the PTO cap will not earn additional time until they have used some of their earned PTO time. During periods of time when an employee has reached their cap and they are not earning additional PTO, PTO time will cease to accrue and will not be made up at a later date.
- n. Employees out sick for five (5) or more days are required to get a Doctor's note to return to work and to apply for Fair Employment Leave through the Benefits Coordinator.
- o. Emergency PTO Accounts – The emergency PTO accounts are established by LTBB to assist employees with serious health conditions as defined by Fair Employment Leave (FEL) and Domestic Leave. To utilize this program, the employee must have current certification on file with Human Resources.
 - i. An employee must first exhaust all of their own PTO before utilizing any emergency PTO that is donated.
 - ii. The employee must apply for the assistance on the approved form and submit the request to their Immediate Supervisor for approval. Their Immediate Supervisor will coordinate with the Human Resources Department who will use guidelines for approved leave that are outlined by the LTBB Fair Employment Statute.
 - iii. Emergency PTO Accounts have a maximum total approval for any employee of 20-work days (160-hours) in any 12-month period. This 12-month period is calculated beginning with the first day that an approved Emergency PTO hour is used. The Human Resources Benefits Coordinator will track usage and verify eligibility. Emergency PTO hours can only be used when no other

form of leave is available to the employee (short term disability, long term disability, or employees own PTO).

- iv. An employee who is receiving payment on an approved emergency PTO account will not be eligible to accrue PTO during this time.
- v. An employee may only donate up to half of their available PTO hours. When an employee donates time to an Emergency PTO account, that donated time is unavailable to them unless it is not needed by the person with approved Emergency PTO leave.

p. Bereavement Leave. Employees who wish to take time off due to the passing of an immediate family member should notify their supervisor immediately and employee may take up to 10-business days of paid bereavement leave. Immediate family for purposes of this policy provision shall mean: spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparent, grandchild, domestic partner, or foster-child, aunt or uncle, nieces and nephews, and any person living in the same household)

- i. Employees may, with their supervisor's approval, use unpaid leave or any available PTO for additional time off.

2. Educational and Wellness Leave. Full-time employees, after completing their probationary period may attend classes and/or fitness time up to four (4) hours per week during work hours. A maximum of four (4) hours per week of either or a combination of Educational and Wellness Leave is available to all full-time employees. In the event that an employee takes Education or Wellness during the work week, and then also works 40-hours (or has a combination of holiday pay and time worked equaling 40-hours), Educational and Wellness hours are non-compensable. If an employee is scheduled for Wellness and is on scheduled PTO, they cannot enter Wellness Leave.

a. Educational Leave. Verification of enrollment is required for educational leave (i.e. semester curriculum.) and **classes need not be job related**. Online classes may be approved, but the employee must designate a recurring weekly time for online classes Educational Leave. This benefit is contingent upon their Immediate Supervisor's approval. If the employee makes changes or drops from

scheduled class, it is their responsibility to inform their Immediate Supervisor and Human Resources. Misuse of Educational Leave is subject to disciplinary action, up to and including termination.

- b. Wellness Leave. Fulltime employees after completing their probationary period may be approved to take wellness leave to utilize the Tribal Wellness Center Programs or an approved wellness program by their Immediate Supervisor. A Wellness Leave Program must consist of a documented regular schedule of exercise or other approved wellness activity and be re-approved annually. An approved Wellness Leave Program may be changed or cancelled if it creates a hardship on the department. The Immediate Supervisor should approve Wellness Leave based on the needs of the office. The employee must have an approved Wellness form on file in Human Resources for the current year in order to be paid for Wellness Leave. Misuse of Wellness Leave is subject to disciplinary action up to and including termination.
- c. Jury Duty Leave. If an employee receives a summons or subpoena from any court of competent jurisdiction (Tribal, Federal or State), the employee must show the jury duty summons/subpoena to their Immediate Supervisor as soon as possible so the Immediate Supervisor can plan accommodate their absence and notify Human Resources. The employee is expected to report for work whenever the court schedule permits, and provide all documentation for reimbursement. LTBB will continue to provide insurance benefits, PTO accrual, and holiday benefits for the full term of the jury duty absence.
 - i. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence.
 - i. Any compensation from the court for employee's time, other than mileage and/or expenses will reduce the amount of paid time.
 - ii. LTBB employees are subject to the Tribal Court Jury Pool as defined by Tribal law:
 - a) who is at least 18-years of age;
 - b) who is not under any legal disability; (include the definition)

- c) who has not been convicted of a felony in any jurisdiction in the last ten years or convicted of a crime of domestic violence;
 - d) who is a LTBB Citizen or a citizen of another federally recognized Tribe living within the territorial jurisdiction of LTBB; and
 - e) In Special Domestic Violence Criminal Jurisdiction cases, who is a LTBB citizen or a citizen of another federally recognized tribe living within the territorial jurisdiction of LTBB, employed by LTBB or any of its entities, or who lives in tribal housing; and
 - f) In Special Domestic Violence Criminal Jurisdiction cases, LTBB ensures that jury pools represent a fair cross-section of the community, and include non-Indians that live on trust land, are employed by LTBB, or any of its entities.
3. Fair Employment Leave (FEL)-Domestic Leave. An eligible employee enjoys the right to take unpaid leave for the following events as described below:
- a. To care for employee's child after birth or placement for adoption or foster care;
 - i. To care for the employee's spouse, child or parent who has serious health condition;
 - b. For a serious health condition that makes the employee unable to perform the occupational functions of the employee's job;
 - c. Upon return from FEL an employee may not be discharged or subjected to adverse employment action for taking such leave.
 - d. Upon return from FEL an employee shall be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
 - e. "Serious health condition" means any illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider and/or Traditional Healer.
 - f. The definition of "parent", for the purposes of FEL, does not include "in-laws".

- g. The definition of "child" does not include individuals' age 18-years of age or older unless they are incapable of self-care due to a mental or physical disability.
- h. The employee and /or Immediate Supervisor/Department Director must contact Human Resources/Benefits Coordinator to discuss eligibility, obtain appropriate certification and discuss their leave requirements.
- i. Employees must provide a 30-day notice before the FEL is necessary, if the need for the leave is foreseeable, as is the case of most pregnancies and elective surgeries. However, if the employee cannot reasonably give 30-day notice, the employee is nonetheless entitled to FEL.
- j. Employees requesting FEL related to the serious health condition of a child, spouse or parent will be required to submit a Health Care Provider's Statement verifying the need for a family leave.
- k. FEL may not exceed the 12-week limit.
- l. Employees that have less than one (1) year of service are eligible for a maximum of 30-days of FEL for any qualified event.
- m. Employees that have more than one (1) year of service and have worked a minimum of 1250-hours within a 12-month rolling period from the date of requested FEL will be eligible for a maximum of 12-weeks leave for any qualified event during a 12-month rolling period. FEL must not exceed 12 weeks total within the rolling 12-month period.
- n. Employees that use approved FEL time will be required to use any accrued PTO while they are on leave.
- o. LTBB will maintain group health insurance coverage (provided the employee was on the plan prior to the leave) and all other benefits that would normally accrue during FEL on the same terms as if the employee continued to work. The employee is still required to pay the employee contribution on any benefits while on leave. In some instances, the LTBB may recover premiums it paid to maintain health coverage for an employee who fails to return from FEL.

- p. Employees on FEL are requested to provide LTBB with at least two (2) weeks advance notice of the date the employee intends to return to work. The employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
 - q. If an employee fails to return to work on the agreed upon return date, LTBB will determine that the employee has resigned.
1. Domestic Violence Leave. An employee who is a victim of domestic abuse, sexual assault, stalking, or other domestic violence-related crimes may take up to 30 days of unpaid leave to seek a restraining order, obtain medical care or counseling, locate safe housing or find or make secure housing arrangements, or seek legal assistance and prepare for or attend court-related proceedings. Additional leave can be requested if there are other qualified events as a result of the situation. Employees are eligible for this leave on the first day of employment. Domestic Violence Leave does not count toward FEL. The employee must contact Human Resources/Benefits Coordinator to obtain the Personal Leave II form and discuss leave requirements.
 2. Fair Employment Leave-Military Leave. An eligible employee enjoys the right to take unpaid leave for compulsory military duty or a spouse or parent of a person called to military service lasting longer than 30-days.
 - a. Upon return from FEL for compulsory military duty or any period of active duty in the National Guard or other military reserve units, an employee may not be discharged or subjected to adverse employment action for taking such leave.
 - b. Upon return from FEL for compulsory military duty or any period of active duty in the National Guard or other military reserve units, an employee shall be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
 - c. Advance notice of FEL is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
 - d. Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. Paid time

off (PTO) and holiday benefits will continue to accrue during a paid military leave of absence.

- e. The portion of any FEL in excess of two (2) weeks will be unpaid. However, employees may use any available PTO for the absence.
- f. Continuation of health insurance and other benefits is available based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Employees are still required to maintain employee contributions for benefits they wish to retain while on leave.
- g. Employees on FEL, for up to 30-days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave (deployment) must apply for reinstatement.

3. Parental Leave. Birthing Parent/Non-Birthing Parent Leave/Adoption Leave. Employees who wish to take time off for the birth of a child must notify their Immediate Supervisor at least 30-days in advance of the approximate due date. Employees getting placement of a child in anticipation of adopting the child must notify their Immediate Supervisor as soon as possible to determine eligibility for adoption leave.

- a. Birthing Parent Leave. Regular eligible fulltime birthing parent will be granted six (6) weeks of paid Birthing Parent Leave for the birth of their child. The time taken will be reduced from the 12-weeks of Fair Employment Leave time available to all eligible employees;
- b. Non-Birthing Parent Leave. Regular eligible fulltime Non-birthing parent will be granted six (6) weeks of paid Non-Birthing Parent Leave for the birth of their child. The time taken will be reduced from the 12-weeks of Fair Employment Leave time available to all eligible employees.
- c. Adoption Leave. A regular eligible fulltime employee that has adopted a child will be granted up to six (6) weeks of paid Adoption Leave for placement of children. The time taken will be reduced from the 12-weeks of Fair Employment Leave time available to all eligible employees.

C. Holidays. The Tribal government will grant paid holiday time off to eligible full-time employees for the following listed Holidays:

- Ngoding Dibikigiizis (First Moon January 1)
- Ogichidaa Mikwendaagwaziwok (Veterans, they are remembered) Day (last Monday in May)
- U.S. Independence Day (July 4)
- Lewis and Doris Adams Tribal Holiday (first Monday in September)
- Tribal Sovereignty Day celebrating Reaffirmation (September 21)
- Michigan Indian Day (Fourth Friday in September)
- Indigenous Peoples Day (Second Monday in October)
- Ogichidaa (Veterans) Day (November 11)
- MiigwechweGiizhigat (Thanksgiving)
- MiigwechweGiizhigat (Day after Thanksgiving)
- Bigidaangzhedaa Niibaanamaang minwaa Nimkwadaading (to take a break Dec 24-Jan 1)

1. Holiday pay will be calculated based on the employee's straight-time pay rate as of the date of the holiday times the number of hours the employee would otherwise have worked on that day up to a total of eight (8) hours, or the length of their regularly scheduled shift for non-exempt employees.
 - a. To be eligible for holiday pay, employees must work the last scheduled workday preceding and the first scheduled workday following the holiday, unless the employee is on pre-approved leave. Absences due to illness preceding and following a holiday require a physician's statement.
 - b. A holiday listed above that falls on a Saturday will be observed on the preceding Friday. A recognized holiday listed above that falls on a Sunday will be observed on the following Monday, unless Monday is also a holiday, then the recognized holiday will be on next business day (Tuesday).
 - c. Exempt and non-exempt employees who are required to work by their supervisor on a recognized holiday will receive their time and a half pay for all hours worked that day, plus eight (8) hours of holiday pay at their regular rate of pay.

- d. Paid time off for holidays or other paid time off will not be counted as hours worked for the purposes of determining overtime.

D. Anishinaabe Cultural Leave. A “regular” full-time employee who works an average of 30-hours per week throughout the year is eligible for up to 32 paid hours off per calendar year to participate in recognized cultural activities. Employees working more than eight (8) hour shifts, see below. Anishinaabe Cultural Leave is provided to employees to allow them the opportunity during a scheduled work day to participate in Anishinaabe Traditions, Heritage, and Cultural events, and activities to preserve and protect our lands, resources and Treaty Rights. Any additional time desired would need to be utilized through the Paid Time Off benefit or taken as unpaid leave.

1. To request leave, employees must have the ‘Anishinaabe Cultural Leave’ form approved by both their Immediate Supervisor and Department Director. If approved, leave time shall be submitted via the appropriate timekeeping system.
2. The Department Director will make the final determination as to whether a proposed absence will be granted, and will also determine if the absence will be considered, Anishinaabe Cultural Heritage Leave, PTO leave, or in the event that the employee does not have any PTO days accrued, unpaid leave.
3. The employee’s Immediate Supervisor, or the Department Director may deny Anishinaabe Cultural Leave during peak business periods or if their Immediate Supervisor is unable to staff the office and provide services to the Tribal Citizens in the employee’s absence. Every reasonable effort will be made to accommodate requests to use Leave.
4. The total number of hours that are available for Anishinaabe Cultural Leave use may not exceed 32-hours. Unused hours may not be carried forward to the next year, transferred, or used for any other purpose. An employee who works a shift greater than eight (8) hours may also take eight (8) hours of Leave and then the rest of the shift in PTO time if they have any available or unpaid leave if it is approved by their Immediate Supervisor. Anishinaabe Cultural Leave may be taken in (4) hour increments.

E. Administrative Leave. Leave Pending Human Resources Investigation. Certain offenses, violations, or infractions may require investigative actions to determine an employee’s involvement. An employee may be placed on an administrative leave temporarily during such investigations. The

duration of any investigation shall take no longer than seven (7) days. Employees will be notified by the Human Resources Department as to the findings, conclusions, and any further actions as needed.

1. Paid Leave. Employees shall receive their full pay and benefits, including accruals of PTO, and health benefits, and retirement contributions. Due process will be provided to employees with charges against them and the employee shall have the opportunity to respond to those charges before any job-related benefits are taken away.
2. Unpaid Administrative Leave. Unless otherwise defined as “unpaid leave” with in this handbook, unpaid administrative leave may occur when an employee is under review for a potential workplace violation or a criminal matter. The employee will not be terminated until the review is completed. If it is decided that an employee placed on unpaid administrative leave should retain employment, the Tribal government must compensate the employee for the unpaid leave time.
 - a. Unpaid leave shall be for no more than seven (7) days for work place violation investigation, or two (2) months for felony crimes investigation.
 - b. Employees on leave for conduct review are not prohibited for filing for unemployment benefits, but they will not receive a decision on benefits until it is determined whether the employer intends to lift the leave and compensate them for any unpaid administrative leave time. If after an investigation ends, and the employer does not lift the ban, the Tribal government shall terminate the employee.

F. Unpaid Personal Leave. Under extreme circumstances, an employee may be granted an unpaid 30-day personal leave. Leaves are subject to the approval of the Department Director and the Branch Manager.

G. Work-Release.

1. Employees who are incarcerated may be eligible to participate in a Work Release Program. The following criteria must be met:
 - a. The employee’s status can be either full time or part-time.
 - b. The employee must be employed for more than 90-days.

- c. Work release cannot exceed more than one (1) time in a rolling two (2) year period.
 - d. The Immediate Supervisor and Department Director must approve the Work Release request.
2. Requests must be made to the Human Resources department and appropriate documentation must be provided before approval is given.

SECTION VII. WAGES AND HOURS

A. In order to maintain a minimum standard of living necessary for health, efficiency and general well-being of all employees within its jurisdiction, the Little Traverse Bay Bands of Odawa Indians has set forth a LTBB Living Wage.

B. Annual Cost of Living Increase. The amount of an annual cost of living increase, will be determined annually by Tribal Council Resolution.

C. Hourly employee shall not be employed for a workweek longer than 40-hours unless such employee receives overtime compensation for the employee's employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which the employee is employed or the employee may choose compensatory time (also referred to as Paid Time Off, PTO) for hours worked in excess of 40-hours worked in a work week at a rate not less than one and one-half times the hours worked in excess of 40-hours.

1. Law Enforcement personnel may work under a "14-day work period". Under a 14-day work period, a police officer is due overtime pay only if, when and to the extent actual hours worked exceed 80-hours in the 14-day work period.

D. All overtime hours must be approved in advance by the Immediate Supervisor. Disciplinary action may result from an employee working unapproved overtime hours.

E. Exempt employees shall not receive overtime for hours worked in excess of 40-hours worked in a work week. Exempt employees are generally executive employees, administrative employees, learned professional employees, computer employees, creative professional employees, and highly compensated employees.

F. Timekeeping. Non-exempt employees shall keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties as follows:

1. The time they begin and end their work;
2. The beginning and ending time of each meal period;
3. The beginning and ending time of any split shift;
4. Departure from work for personal reasons.

G. It is the employee's responsibility to enter their time via the approved timekeeping system. All timesheets for the work week are to be submitted to payroll by noon on the following Monday. Any timesheets turned in after the deadline on Monday will be processed on the next week payroll run.

1. If a holiday is observed on a Monday, timesheets will be due in the payroll office by the close of business on the previous Friday.
2. All hours worked by employees beyond specified work-week must be approved in advance by Immediate Supervisor. Any overtime hours require supervisor approval prior to being worked.

H. Exempt employees are not required to submit weekly timesheets. Exempt employees are required to work a standard workday, as defined by their job assignment, or a work schedule approved by their Immediate Supervisor. Exempt employees are still required to enter any requested time off into the timekeeping system.

I. Work Schedules. To maintain a safe and productive work environment, LTBB Executive Branch expects employees to be reliable and to be punctual in reporting for scheduled work.

1. Office Hours.
 - a. The standard workday for all employees is 8:00 a.m. to 5:00 p.m. The Immediate Supervisor must approve any deviation from the standard work schedule.
2. Breaks: Rest and Meal Periods.

- a. All employees working five (5) or more hours will be allowed a 60-minute non-paid lunch period. Immediate Supervisor may schedule meal periods and assign break areas to accommodate operating requirements.
 - b. There will be two paid 15-minute breaks. (i.e. one a.m. / one p.m. break) Since this is paid as time worked, employees must not be absent from their workstations beyond the allotted break. Employees are not permitted to leave the premises during these 15-minute work breaks. These breaks cannot be combined.
3. Alternative Scheduling. The Immediate Supervisor reserves the right to alter work schedules as needed.

J. Attendance. Absenteeism and tardiness place a burden on other employees and on the Tribe. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their Immediate Supervisor, prior to the start of the employee's scheduled start time so other arrangements can be made to cover the employee's absence. Every Department will designate their own call in procedure.

1. Poor attendance, excessive absenteeism (an average of five (5) or more unplanned absences in 30-days, or excessive tardiness/leaving early is disruptive and shall lead to disciplinary action, up to and including termination of employment.
2. Absences of three (3) consecutive workdays without notifying their Immediate Supervisor will be considered a voluntary resignation.

K. Pay Deductions. LTBB makes certain deductions from every employee's compensation. Among these are applicable federal and state income taxes. If an employee has questions concerning why deductions were made from a paycheck or how they were calculated, the employee should contact the Payroll Department for assistance.

1. LTBB must deduct Social Security taxes on all applicable employees' earnings up to a specified limit that is called the Social Security "wage base." LTBB matches the amount of Social Security taxes paid by each employee.
2. LTBB offers benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs not paid for by LTBB.

3. LTBB offers direct payroll deposit to employee savings and/or checking accounts. An employee will receive an itemized statement of wages when the direct deposit is made.

L. Paydays. All employees (except Law Enforcement who are paid bi-weekly) are paid weekly on Friday.

1. The Payroll period is Sunday through Saturday, with paychecks received the following Friday.
2. Required timesheets for the work week must be received in the Payroll Department no later than 12:00 Noon by the following Monday. Times may be adjusted by the Accounting Department to meet Payroll schedules.
3. Failure to meet the Payroll deadline will result in a delay of the paycheck being issued until next scheduled payday.
4. Each paycheck will include earnings for all work performed through the end of the previous payroll period.
5. In the event that a regularly scheduled payday falls on a holiday, the employee will receive pay on the preceding day.
6. An employee must present a written authorization to the Payroll Department for someone else to pick up his or her paycheck.
7. LTBB does not provide pay advances under any circumstances.

M. Pay Corrections. LTBB takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their Immediate Supervisor, who shall notify the Payroll Department so that corrections can be made as quickly as possible.

N. Adjusted Work Week. With the approval of their Immediate Supervisor, employees may vary their schedule from the standard workday because of the necessities of the job or for personal reasons. Schedules may only be adjusted within the same work week. Time cannot be transferred between work weeks.

O. Emergency Closing. At times, emergencies caused by severe weather, fires, or power failures, or other safety or welfare conditions may occur. In extreme cases, these circumstances may require the closing of an LTBB work facility. Employees will be notified by electronic means or phone tree of office closures. Employees are responsible for making sure that their preferred contact information is on file with IT.

1. **Paid Leave:** When operations are officially closed due to emergency conditions or severe weather, employees, who were scheduled to work, will be paid for the time off from work. Example, if an employee was scheduled for PTO, and LTBB is closed that day, the employee would still utilize PTO.
2. In cases where an emergency closing is not authorized, employees who believe that travel would be dangerous may use available PTO. The employee shall make a reasonable attempt to contact their Immediate Supervisor prior to the start of their shift unless other arrangements with the department have been made.

SECTION VIII. EMPLOYEE DEVELOPMENT & ENHANCEMENT

A. Performance Evaluation. Immediate Supervisors are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Annual performance reviews will be conducted on the anniversary date of hire with the Tribe. Verbal evaluation of job performance in the probationary period will be done by the Immediate Supervisor at the 30, and 60-day intervals. A completed written evaluation will be done by the Immediate Supervisor, at the 90-day interval.

B. Training/Professional Enhancement. Employee are encouraged to keep abreast of current trends and skill sets that enhance their job performance. Employees will have any necessary training and professional enhancement approved by their Immediate Supervisor.

SECTION IX. EMPLOYEE HEALTH and WELFARE

A. Employees are prohibited from reporting to work under the influence of alcohol, drugs, or other substances that impair their ability to perform their job.

B. The legal and proper use of prescribed medication is permitted, provided that such medications do not interfere with the employee's ability to perform the essential functions of his or her job safely and productively, and provided that all medical restrictions associated with the medication are adhered to by the employee. Any employee taking prescribed medication that may impair his or her ability to work safely and effectively must notify the Human Resources department, and their Immediate Supervisor prior to beginning work.

C. If required to take prescription medication it is the sole responsibility of the employee to ask his or her physician, prior to reporting to work, whether the prescribed medication may impair his or her job performance. If the prescription is known to have side effects that may impair the employee's ability to work, a written statement from the employee's physician stating that the employee is capable of working must be presented to the supervisor, and Human Resources Department prior to the employee beginning work. The Immediate Supervisor, along with the Human Resources Department, will attempt to accommodate any job limitations that are noted by the physician, unless doing so would pose a hardship on Tribal government operations. Certain positions may have additional restrictions based on licensing conditions.

D. Marijuana for medicinal purposes may not be smoked, at any LTBB/Tribally-owned place of employment or workplace, or in LTBB-owned vehicles. Employees who are under doctors' care may possess marijuana within the legal guidelines. Employees will not be allowed to sell or distribute marijuana at the place of employment/workplace. Employees who are under doctors' care taking marijuana are expected to adhere to all attendance and performance policies/requirements.

E. The Federal Drug-Free Workplace Act requires employers with Federal grants to certify that their workplaces are drug-free. In order to comply with the law, employees must meet specific requirements. Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify their Immediate Supervisor of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five (5) days of the conviction.

F. In appropriate circumstances, employees may be directed to undergo treatment or rehabilitation in lieu of termination. This option is at the sole discretion of the Immediate Supervisor and Department Director. If an employee refuses treatment or has a subsequent violation of this policy following treatment, this is grounds for immediate termination.

G. Any employee who suspects that he/she may have an alcohol or drug dependency problem is strongly encouraged to contact the Human Resources Director or a Behavioral Health Program to obtain assistance and/or referrals to appropriate resources in the community. In certain circumstances, employees may be approved for unpaid leave to participate in a rehabilitation or treatment program, provided they agree to abide by the Tribe's conduct policies and rules. Both the Immediate Supervisor and Department Director must approve this leave. This provision cannot be used to avoid disciplinary action for a known violation of the drug and alcohol policy, or work performance issues related to substance abuse.

H. Post-Accident Testing: An employee will be required to submit to a drug and alcohol test if the worker suffers from a reportable injury as a result of an on-the-job accident, or if the employee's job performance, actions or conduct either contributed to an accident or cannot be completely discounted as a contributing factor to an accident. Testing will also be required if the employee's conduct resulted in or contributed to damage to tribal property or injury to another individual, even if the employee was not injured as a result of the incident. The employee must provide a sample of their urine, or breath when seeking medical treatment.

- 1.** The following drugs are prohibited and an employee's test results registering at or above the corresponding detection levels shall be considered to be under the influence:
 - a.** Amphetamines: initial: 1000 NG/ML, confirmation: 500 NG/ML
 - b.** Opiate Metabolites: initial 300 NG/ML, confirmation: 300 NG/ML
 - c.** Cocaine Metabolites: initial 300 NG/ML, confirmation: 150 NG/ML
 - d.** Phencyclidine: initial 25 NG/ML, confirmation: 25 NG/ML
 - e.** Marijuana Metabolites: initial 50 NG/ML, confirmation: 15/ML
 - f.** Alcohol: initial: .04 BAC, confirmation: .04 BAC

SECTION X. EMPLOYEE CONDUCT and WORK PROVISIONS

A. Employee Relations. If employees have concerns about work conditions or compensation, they are strongly encouraged to discuss these concerns directly with their Immediate Supervisor. If the employee feels they cannot speak with their Immediate Supervisor, or Director about an issue, they should set up a meeting with the Human Resources Department.

B. Professional Conduct on the Job. Successful governmental operation and reputation is built upon the principles of fair dealing and proper conduct of our employees. Our reputation for integrity

and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

1. The Tribal government will comply with all applicable laws and regulations and expects its employees to exercise good judgment and conscious regard for the highest standards of conduct.
2. If a situation arises where it is difficult to for an employee to determine the proper course of action, they should discuss it openly with the Immediate Supervisor/Director and if necessary, with the Human Resources Department.
3. Failing to exercise professional conduct could lead to disciplinary action. The use of professional judgment, integrity, and the observance of applicable laws and regulations is the responsibility of each employee.
4. LTBB strives to respect the established professional codes of ethics licensed or certified staff are required to follow.

C. During business hours, employees are expected to present a clean, neat and professional appearance. Clean and neat appearance means good personal hygiene. Dress may be casual but should always be in good taste. Each department may set guidelines based on departmental activities. Certain employees of LTBB may be required to wear uniforms. Uniforms are to be clean and in good repair. Uniforms should not be worn outside of work-related functions or at inappropriate locations. The following are considered unacceptable attire:

1. Clothing with drug, alcohol, violence, or sex related material or design.
2. Provocative or revealing clothing (i.e. tank tops, belly shirts, short skirts).
3. Dress shorts or the like, are acceptable but not short shorts or cut-offs.
4. Inappropriate dress or lack of personal hygiene, which adversely affects proper performance of duties or constitutes a health or safety hazard.
5. Beachwear including flip flops.

D. Safety

1. LTBB has established a workplace safety program to assist in providing a safe and healthful work environment for employees, Tribal Citizens, clients, and visitors. LTBB provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. Each employee is expected to obey safety rules and to exercise caution in all work activities and report any unsafe condition to their Immediate Supervisor. Safety equipment will be provided to employees.
2. Employees who violate safety standards that cause hazardous or dangerous situations, fail to report hazardous or dangerous situations where appropriate or knowingly and wittingly neglect to remedy such situations may be subject to disciplinary action, up to and including termination of employment.
3. Reports and concerns about workplace safety issues may be made anonymously. Reprisals for reporting unsafe working conditions are prohibited.
4. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify their Immediate Supervisor and Human Resources Department. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures, if needed.

E. Identification Badge. All employees are required to wear or possess an LTBB issued identification badges while in the workplace during work hours. The Human Resources Department may charge a cost for replacement of an identification badge, following the approved Identification Badge Policy. If an Employee loses their identification badge they must notify their Immediate Supervisor or Human Resources Department immediately.

F. Conflict of Interest: Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Employees are prohibited from engaging in any activity in direct conflict with the financial, legal and proprietary interests of the Tribe. The following are examples of conflict of interest. This list is not all inclusive.

1. Employees will refrain from approving any direct services to immediate family members.

2. Employees are prohibited from accepting, in their official capacity, any gifts, money or gratuity that reflects a positive impact on the employee's monetary financial wellbeing or increases an employee's recognizable assets.
3. Employees are not permitted to enter into contracts with immediate family members.
4. Employees are prohibited from directly supervising an immediate family member, spouse, or significant other.
5. Dating a subordinate employee is strictly prohibited.

G. If it is determined that a conflict of interest exists, management reserves the right to take corrective action, which may include changing of schedules, transferring an employee, or discipline up to and including termination.

H. Harassment.

1. Employees may not harass or discriminate against other employees or LTBB Elected Officials who hold Immediate Supervisory positions on the basis of religion, race, color, national origin, ethnicity, age, sex, height, weight, familial status, marital status, disability, perceived disability or sexual orientation. Such harassment is against Tribal law; is disruptive; can create an intimidating, offensive or hostile environment; damage morale; and negatively affect productivity.
2. Sexual harassment is against Tribal law and is defined as "unwelcome sexual advances, request for sexual favor, or other verbal or physical conduct of a sexual nature made to any employee or LTBB Elected Officials who hold Immediate Supervisory position." and can seriously undermine employee morale, work quality and/or productivity. Sexual harassment does not refer to occasional compliments of a socially-acceptable nature. Examples of sexual harassment include, but are not limited to the following:
 - a. Sexual touching, advances or propositions;
 - b. Verbal abuse of a sexual nature;
 - c. Graphic or suggestive comments about an individual's dress or body;
 - d. Sexually degrading words to describe an individual; and

- e. Display in the workplace of sexually suggestive objects or pictures, including nude photographs.
3. Sexual harassment occurs when such behavior creates a hostile, offensive or intimidating work environment. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
 - b. Submission to or rejection of such conduct by an individual influences' employment decisions affecting that individual.
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's performance.
 - d. Such conduct has created an intimidating, hostile or offensive employment or personal living environment.
4. If an employee believes that they have been the subject of any type of harassment because of the actions of a supervisor, another employee, LTBB Elected Official, or a non-employee, they should immediately report the incident to their Immediate Supervisor, Department Director or Human Resources Department. Any Immediate Supervisor who becomes aware of possible harassment is required to report the matter as soon as possible to Human Resources.
5. All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably possible. Any employee or Immediate Supervisor who is found to have engaged in harassment or discrimination against another employee or non-employee will be subject to appropriate disciplinary action, up to and including termination. In certain circumstances, an employee's or LTBB Elected Official conduct could also result in criminal or civil action against the employee.
6. Retaliation against any employee for filing a complaint or participating in an investigation of harassment or discrimination is prohibited, and subject to disciplinary action or civil action.

SECTION XI. LTBB PROPERTY AND SYSTEMS

A. Computers and Software are the property of LTBB and are intended for business use. LTBB prohibits the use of computers in ways that are illegal, disruptive, offensive to others, or harmful to morale. Employees are prohibited from using LTBB computers for personal use. To ensure compliance with this policy, computer and e-mail usage may be monitored; consequently, employees should always ensure that the business information contained on LTBB computers is accurate, appropriate, ethical, and lawful. Employees should inform their Immediate Supervisor upon learning of violations of policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. If an employee takes a leave of absence or is on a disciplinary leave, their immediate Supervisor may request that their computer be returned and held until their return.

B. Cell Phone Usage Rules:

1. All cellular equipment that has the feature for voice-mail shall be utilized.
2. Employees are strongly discouraged from using governmental provided cellular equipment while operating a motor vehicle. The employee or official shall find an area off the traveled portion of the road way, stop the vehicle before conducting business on any governmental issued hand-held cellular equipment.
3. Personal use of cellular equipment for private commercial purposes is strictly prohibited regardless of whether or not it results in additional charge to the Tribe.
4. Employees are prohibited from texting while driving.
5. Excessive personal use of cellular equipment could result in loss of use or limitations on use, disciplinary or adverse actions, or reimbursement of costs. Failure to reimburse costs may result in the Tribe reporting the value of the device and activation plan as taxable income to the employee or official.
6. The Immediate Supervisor will participate in the oversight of employees' cellular equipment usage in conjunction with the LTBB Accounting Department. If an employee takes a leave of absence or is on a disciplinary leave, their immediate Supervisor may request that their cell phone be returned and held until their return.

7. Identified misuse of cellular equipment may result in termination of cellular services. Individuals will also be required to compensate the Tribe for personal usages that cause the bill to exceed the monthly service charge.
8. The Immediate Supervisor/Department Director will be responsible for submitting any requests to discontinue service to the Accounting Department.

C. Postage/Mail: The use of the LTBB paid postage for personal correspondence is prohibited.

D. Use of Vehicles and mobile equipment. When using LTBB equipment, employees are expected to exercise care, and follow all operating instructions, safety standards, and guidelines. Immediate Supervisors need to be notified if any vehicles appear to be damaged, defective, or in need of repair. Prompt reporting could prevent deterioration of equipment and possible injury. An employee should consult their Immediate Supervisor with any questions regarding the responsibility for maintenance and care of vehicles used on the job.

1. Employees who drive LTBB owned vehicles shall have an appropriate license and be insurable under the Tribe's insurance. Changes to a status of an operator's license or CDL (Commercial Driver's License) for employees who drive LTBB vehicles, must be communicated to their Immediate Supervisor as soon as the change has occurred.
 - a. The Immediate Supervisor shall notify the Safety Coordinator of any changes.
2. Employees while driving LTBB owned vehicles for work-related business shall have with them, a valid driver's license with all appropriate and necessary classifications and be insurable under the Tribe's insurance.
3. Seatbelts must be worn while operating Tribal vehicles.
4. Smoking in Tribal vehicles is strictly prohibited.
5. The improper, careless, negligent, destructive, or unsafe operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.
6. Employees are responsible for immediately reporting accidents to their Immediate Supervisor/Department Director, and Human Resources.

7. On occasion, with approval, employees may be authorized to drive a tribal vehicle outside of work hours to expedite program services.
8. Unauthorized passengers are prohibited.

E. Uninsurable Driver

1. If any of the following occur within the previous five (5)-year period, then the Driver is not insurable under the Tribe's insurance and is not allowed or authorized to drive on behalf of the Tribe or tribal business.
 - a. Two (2) or more suspensions with reinstatements
 - b. Two (2) or more at fault accidents
 - c. Three (3) or more moving violations
 - d. Any combination of three (3) or more moving violations, at fault accidents and suspensions with reinstatements
 - e. Five (5) or more points assessed on license
2. If any of the following traffic violations occur within the previous five (5)-year period, then the Driver is not insurable under the Tribe's insurance and is not allowed or authorized to drive on behalf of the Tribe or tribal business.
 - a. Operating under the influence of intoxicant or controlled substance (DUI) (DWI)
 - b. Failure to stop & report when involved in an accident that resulted in bodily injury to any person
 - c. Vehicular homicide, manslaughter or assault
 - d. Operating a vehicle during license revocation or suspension
 - e. Operating a vehicle without the permission of the owner
 - f. Operating a vehicle while used in commission of a felony
 - g. Racing or speed contest

- h. Attempting to elude a police officer
 - i. Youthful (underage) passenger with open container
 - j. Reckless or careless driving
 - k. Driving on wrong side of highway
 - l. Hit and run
3. If any of the following occur within the previous three (3)-year period, then the Driver is not insurable under the Tribe's insurance and is not allowed or authorized to drive on behalf of the Tribe or tribal business.
- a. Suspended, denied or revoked driver's license.

F. Teleworking, or telecommuting, is the concept of working from home or another location on a full or part-time basis. Teleworking is not a formal, universal employee benefit. It is an alternative method of meeting the needs of the organization. LTBB has the right to mandate or refuse teleworking requests.

LTBB's policies for teleworking are as follows:

1. **Compensation and Work Hours:** The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program. The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.
2. **Eligibility:** Successful teleworkers have the support of their supervisors. Employees will be selected based on the suitability of their jobs, an evaluation of the likelihood of their being successful teleworkers, and an evaluation of their supervisor's ability to manage remote workers. Each department will make its own selections.
3. All teleworkers must sign a work agreement.
4. **Equipment/Tools:** The company may provide specific tools/equipment for the employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voice-mail, connectivity to host applications, and other applicable equipment as deemed necessary.
5. The use of equipment, software, data supplies and furniture when provided by the company for use at the remote work location is limited to authorized persons and for purposes relating to company business. The company will provide for repairs to company equipment. When the employee uses her/his own equipment, the employee

is responsible for maintenance and repair of equipment. A loaner laptop may be provided when available. Loaner computers will vary in performance and configuration. Loaners must be returned upon request.

SECTION XII. OTHER WORK-RELATED ITEMS

A. Visitors in the Workplace₂ It is the responsibility of the staff to assist in maintaining safety standards, protecting against theft, ensuring security of equipment, and protecting confidential information. Visits by individuals that are personal in nature shall be kept to a minimum, and at the discretion of the Immediate Supervisor.

1. Visitors are allowed at the Executive Offices but restricted to the areas generally accessible to the public.
2. Employees have the responsibility to ensure that confidential information contained within their office is out of view of any visitors.
3. If an individual is observed on LTBB premises whose business cannot be ascertained by an employee's inquiries, employees should immediately notify their Immediate Supervisor, and if necessary, the Tribal Police.
4. Visitors and clients are expected to behave themselves in a respectful manner. Anyone acting in a threatening or hostile manner may be asked to leave and/or denied services.

B. Personal Protection Order (PPO) For the purposes of this policy a Personal Protection Order (PPO) is a court issued injunctive order that helps protect victims. A PPO is filed by a Petitioner against a Respondent to stop or restrain from:

1. Contacting the Petitioner through any means (in person, by phone, by mail or e-mail, etc.);
2. Entering the Petitioner's residence property or work place;
3. Assaulting, attacking, beating, or wounding the Petitioner;
4. Harassing, stalking, or threatening the Petitioner; or
5. Purchasing or possessing a firearm

6. When an Employee is the petitioner for a PPO and obtains a personal protection order (PPO) against another employee (Respondent), The Tribal government will work to maintain compliance with the PPO.

C. Security Inspections. LTBB wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. LTBB prohibits the possession, transfer, sale, or use of such materials on its premises. LTBB reserves the right to inspect such property for just cause. Desks, lockers, and other storage devices may be provided for the conveniences of the employees but remain the sole property of the LTBB. LTBB also reserves the right to demand the return of issued equipment or property at any time.

D. Complaints Against Employees by Non-Employees. The Tribe recognizes the need for proper resolution of complaints made against Tribal employees by non-employees. It is the responsibility of all employees who hear or receive a complaint to inform the complaining party of the proper procedure for resolution of such complaints. Complaint forms may be picked up and returned to the Human Resources Department.

E. Lost, Damaged or Stolen Equipment. If equipment is lost or stolen the Immediate Supervisor/Department Director shall be notified immediately. The Director shall submit necessary documents such as police reports, lost item reports, etc. to the Executive Office.

F. Return of Equipment. Employees are responsible for all LTBB property, materials, or written information issued to them or in their possession or control. Employees must return all Tribal property immediately upon request or upon termination of employment.

1. The Tribal government shall not deduct from the wages of an employee, directly or indirectly, in any amount without the full, free, and written consent of the employee, obtained without intimidation or fear of discharge for refusal to permit the deduction.
 - a. A deduction for the benefit of the employer requires written consent from the employee for each wage payment subject to the deduction, and the cumulative amount of the deductions shall not reduce the gross wages paid to a rate less than minimum rate as defined in the minimum wage
2. The Department Director may file a police report for any unreturned equipment of the Tribal government.

G. Responding to Employment Reference Checks. For reference requests sent to the LTBB from other organizations, the Human Resources Department will respond, in writing only, to those reference check inquiries that are submitted in writing. Any reference about a former LTBB employee's work efforts will be reviewed by the Human Resources Department and Immediate Supervisor before being released, and will be released only after receiving a written authorization, signed by the individual who is the subject of the inquiry.

1. Responses to such inquiries will confirm only dates of employment and position(s) held. No employment data will be released without a written authorization signed by the individual who is the subject of the inquiry

H. EthicsPoint https://secure.ethicspoint.com/domain/en/default_reporter.asp has been established for anonymous reporting of concerns regarding questionable practices relating to accounting, auditing or internal financial controls of the Tribal government and its enterprises. Employees are encouraged to report any of the following violations related to financial matters:

1. Accurate Books and Records: The unethical systematic recording and analysis of the business and financial transactions associated with generally accepted accounting practices.
2. Misappropriation: Misappropriation refers to the unauthorized or improper use of Little Traverse Bay Bands or any of its enterprises, intellectual property rights, including patents, trademarks, copyrights and trade secrets.
3. Improper Supplier or Contractor Activity: Supplier or contractor activity in violation of Tribal policies and procedures; improper supplier or contractor selection based on personal gain, improper negotiation or diversion of contract awards.
4. Embezzlement: To appropriate (as property entrusted to one's care) fraudulently to one's own use.
5. Theft: The act of stealing; specifically: the taking and removing of personal property with intent to deprive the rightful owner of it.
6. Misuse of Assets or Services: Use of Tribal resources or equipment without permission for non-business reasons.

I. Reporting of Financial Misconduct. No employee shall be terminated, demoted, penalized or disciplined in any way as a direct result of the employee's reporting of activity, over which the employee has actual knowledge and which the employee reasonably believes to be in violation of any applicable law, to a supervisor, LTBB law enforcement official, or the Tribal Council. Any employee who is subject to retaliatory action based on good faith and reasonable reporting shall have standing to bring a cause of action in Tribal Court for damages.

J. Unions. The right of employees to work shall not be denied or abridged by the Tribal government or by any labor organization on account of membership or non-membership in any labor union, labor organization, or association.

1. No person shall be required by the Tribal government to abstain or refrain from membership in any labor union or labor organization as a condition of employment or continuation of employment.
2. No person shall be required to become or remain a member of any labor union or labor organization as a condition of employment or continuation of employment.
3. No person, as a condition of employment or continuation of employment, shall be required to pay any dues, fees, or other charges of any kind to any labor union or labor organization or to pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessment or other charges regularly required of members of a labor organization.
4. No person shall be required, as a condition of employment or continuation of employment to be recommended, approved, referred, or cleared by or through a labor organization.
5. It shall be unlawful to deduct from the wages, earnings or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor organization, unless the employee has first presented, and the Tribal government has received, a signed written authorization of such deductions, which authorization may be revoked by the employee at any time by giving written notice of such revocation to the Tribal government.
6. No person shall be required by the Tribal government to abstain or refrain from membership in any labor union or labor organization as a condition of employment or continuation of employment.

7. It shall be unlawful for any person, labor organization, or officer, agent or member thereof, or the Tribal government, or officer or agent thereof, by any threatened or actual intimidation of an employee or prospective employee or his parents, spouse, children, grandchildren, or any other persons residing in the employee's or prospective employee's home, or by any damage or threatened damage to his property, to compel or attempt to compel such employee or prospective employee to join, affiliate with, or financially support a labor organization or to refrain from doing so, or to otherwise forfeit his rights as guaranteed by provisions of law. It shall be unlawful to cause or attempt to cause such employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization by inducing or attempting to induce any other person to refuse to work with such employee.
8. Any agreement, understanding or practice, written or oral, implied or expressed, between any labor organization and the Tribal government which violates the rights of employees as guaranteed by the provisions of law is hereby declared to be against public policy and is null and void and of no legal effect.

K. Strikes and Lockouts

1. An employee shall be considered on strike, if the employee who, without the lawful approval of their Immediate Supervisor, willfully absents themselves from their position, or abstains in whole or in part from the full, faithful and proper performance of their duties for the purpose of:
 - a. including, influencing or coercing a change in employment conditions, compensation, rights, privileges or obligations of employment; or
 - b. protesting or responding to an act alleged or determined to be an unfair labor practice committed by the Tribal government.

SECTION XIII. DISCIPLINE FOR MISCONDUCT

The following misconduct by an employee may result in disciplinary action up to and including termination. This list is not all-inclusive, as circumstances change, rules of conduct may also change. Discipline may include a warning, suspension, leave pending investigation (with or without pay) or termination, based on the severity of the misconduct.

- A. Creating or contributing to the creation of an intimidating, hostile or offensive working environment based on race, sex, age, marital status, sexual orientation, physical or mental disabilities or other factors prohibited by law. Anyone engaging in sexual or other harassment. (See Section E. Harassment)
- B. Theft or inappropriate or unauthorized removal or possession of Tribal, client or another employee's property.
- C. Falsification of timekeeping records or travel documents. Falsifying records or giving false information to authorized departments or to employees responsible for record keeping or intentional failure to provide accurate and complete information whenever an authorized person requires such information.
- D. Intentionally concealing, removing, mutilating or destroying program records or documents.
- E. Use or possession of illegal drugs, alcohol, or controlled substances during work hours without a prescription. (See Section Employee Health and Welfare)
- F. Fighting or threatening violence in the workplace. Threatening, attempting or doing bodily harm to another person. Intimidating, interfering with or using abusive language towards others. Making false or malicious statements concerning other employees, program managers, supervisors or directors. It is expected that all employees should be treated with courtesy and respect at all times and are encouraged to bring their disputes or differences to the attention of Immediate Supervisor or the Human Resources Department before the situation escalates into potential violence. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the LTBB Law Enforcement Department and the Immediate Supervisor. This includes threats by employees, as well as threats by customers, vendors, solicitors, Elected Officials or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible. In order to maintain workplace safety, LTBB may suspend employees, with or without pay, pending investigation of all reports of threats of (or actual) violence.
- G. Negligence or improper conduct leading to damage of Tribal, client or another employee's property.
- H. Insubordination or other disrespectful conduct. Insubordination, including disobedience, or failure/refusal to carry out assignments or instructions.

- I. Exploitation of another person for private advantage.
- J. Smoking in prohibited areas. In keeping with the intent to provide a safe and healthful work environment, smoking is prohibited by all employees, clients, and visitors throughout the workplace. The use of sage, tobacco, sweet grass, cedar, is permitted for ceremonial purposes. "Ceremonial purposes" does not include the personal use of cigarettes, cigars or pipes. Smoking is allowed in designated areas only.
- K. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- L. Excessive absenteeism or any absence without notice. Failure to report promptly and observe work schedules. Unauthorized absence from work during required hours of attendance.
- M. Unauthorized or improper use of Tribal property or equipment. For example: vehicles, telephone or postage etc. Misuse, lending, borrowing or duplicating of Tribal keys. Unauthorized or improper use or possession of identification cards. Unauthorized entry to Tribal property including unauthorized entry outside of assigned hours of work or entry into restricted areas without prior approval by their Immediate Supervisor. (See Section: Telephone, Cell Phone and Mail Systems)
- N. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations. (See Section: Use of Vehicles)
- O. Unauthorized or uninsured motorist while using Tribal vehicle or Employees while driving LTBB owned vehicles for work-related business. (See Section: Uninsurable Drivers)
- P. Unauthorized disclosure of confidential information is a serious breach of confidentiality.
- Q. Unsatisfactory performance or conduct. Loafing, loitering, sleeping or engaging in unauthorized personal business. Failure to comply with rules and regulations regarding health, safety and sanitation requirements. Negligence in the performance of assigned duties.
- R. Unauthorized public statements on behalf of the LTBB. Employees may make statements pertaining to their departmental duties, responsibilities and services. All other media inquiries will be directed to their Immediate Supervisor.

- S. Political Activity. Every employee has the right to freely express opinions as citizens and to vote, however, partisan political activity of any kind during work hours is strictly prohibited. Employees engaged in political activities may not charge any costs incurred in the course of these activities to the Tribe. Political activities include but are not limited to campaigning, distributing political materials, soliciting support for a candidate, or soliciting signatures for ballot petitions, within the Tribal Governmental Administration Building. Employment with the LTBB may not be offered as consideration for the support of any political party of candidate for public office. Direct involvement in an unauthorized political activity during scheduled work hours is prohibited.
- T. The acceptance of any gifts or gratuities by Tribal employees in the course of their official duties or responsibilities for personal gain is prohibited. Employees may accept hospitality gifts of food, traditional gifts, but nothing of lasting value more than \$50.00.
- U. Employees who are incarcerated for any reason which affects work attendance and results in lost time will be subject to disciplinary action based on attendance policy.
- V. Failure to be courteous in dealing with fellow employees or the general public.
- W. Bullying means the repeated use of a written, verbal, physical act, or gesture, or any combination thereof, directed at an individual that causes physical or emotional harm to the individual, or damage to the individual's property or places the individual in reasonable fear of harm to themselves or damage to their property. Bullying can also be defined as the use of information and communication technologies to support deliberate, repeated, and hostile behavior by an individual or group that is intended to harm others.
- X. All disciplinary action will remain in the employee's file for the purposes of progressive disciplinary action when an employee fails to correct a; only discipline incurred in the last three (3) years will be considered.

SECTION XIV. PROGRESSIVE DISCIPLINE

LTBB recognizes that there are certain types of personnel problems that are serious enough to justify either a reprimand, suspension, or, in extreme situations, termination of employment. All disciplinary action will begin with the Immediate Supervisor/Department Director consulting with the Human Resources Director about the alleged violation or behavior that needs to be addressed and corrected.

The Human Resources Director will investigate to determine the legitimacy of the complaint and provide the direction as to the proper course of action. This course of action can be a warning at any step in the progressive discipline process, up to and including termination, with an action plan for the improvement of the problem and a guideline should the problem continue, or in the case of a serious infraction, the suspension or termination of employment. In the event that a step in the progressive discipline process is initiated, the employee that receives the warning will be able to provide his or her own comment to the warning and have that comment placed in their personnel file as an attachment to the warning notice.

- A. **VERBAL WARNING** - The Supervisor will clearly and frankly discuss the reason(s) necessitating the warning and present specific suggestions for corrective action by the employee. An action plan will be developed to assist in the management and correction of the problem. Written documentation (Human Resources Employee Warning Notice) will be placed in the employee's personnel file. Signature of the employee does not necessarily denote agreement with the action, only that they were made aware of the action.

- B. **WRITTEN WARNING** - The Supervisor will clearly and frankly discuss with the employee the reason(s) necessitating the written warning and present specific suggestions for corrective action to be taken by the employee. An action plan will be developed to assist in the management and correction of the problem. Written documentation (Human Resources Employee Warning Notice) will be placed in the employee's personnel file.

- C. **SUSPENSION** - This step shall be considered the final warning. The Immediate Supervisor will provide a written statement to the employee that clearly explains the reason(s) for the suspension, outlining the standards to be used in measuring improvement and what action will be taken if the deficiencies are not corrected. Suspended employees will be required to turn in keys and other Tribal property while on suspension. Copies of the signed Employee Warning will be placed in the employee's personnel file. Should a disciplinary action result in a suspension of the employee, the following guidelines shall apply:
 - 1. Immediate Supervisor and Human Resources Director will mutually determine the length of suspension.
 - 2. In no case shall the length of suspension exceed five (5) work days in duration.
 - 3. Suspensions pending further investigation can be with or without pay and in no case, shall the length of suspension exceed ten (10) work days in duration.

- D. TERMINATION - The final disciplinary action step taken by the Immediate Supervisor shall be termination of employment. All terminations shall be conducted in consultation with the Human Resources Department.
- E. DISPUTE RESOLUTION - Although we seek to provide a workplace in which all employees feel they are an important part of the Little Traverse bay Bands of Odawa Indians, and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or the Tribe which can best be resolved through a formal procedure of dispute resolution. All disputes between any employee and LTBB are to resolved in accordance with the following procedure. Please note, however, LTBB reserves the right to modify this procedure at any time and noting in this procedure should be construed as a contract between the employee and LTBB.

A dispute is a complaint by an employee concerning any matter related to the employee's employment with LTBB. All disputes must be in writing on the form provided by Human Resources. You must state clearly and concisely all the known facts related to the dispute including "who, what, where, when and the why." Clearly explain why you disagree with the act or omission that forms the base of the dispute. Also explain what remedy you are requesting. Procedure is as follows.

1. Preliminary Step. You must first address your dispute with your immediate supervisor. This may be done orally or in informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal Dispute Resolution process.
2. Step 1. You must first submit your Dispute in writing to your immediate supervisor. Disputes must be submitted within 30 calendar days following the date you first knew, or should have known of the dispute. If you do not submit the Dispute within 30 days, you waive your right to assert it. Your supervisor will respond in writing within 10 days following receipt of your Dispute. All Disputes and replies in Step 1 must be in writing. If the Dispute is not settled in Step 1, then you may proceed to Step 2.
3. Step 2 – Within 10 days following your receipt of the written answer to your Step 1 Dispute from your supervisor, you may appeal the decision of your dispute to your Department Director. The Department Director will then undertake an investigation of your Dispute and the underlying facts. Within 15 business days

following the receipt of your Dispute appeal, the Department Director will meet with you in person to discuss the Dispute. The Department Director will then provide written response to your Dispute appeal within 15 business days following the date of your meeting.

4. Step 3 – If you are not satisfied with the Response of the Department Director at Step 2, you may submit your Dispute to the Branch Designee for review within 5 business days following the receipt of the written response from your Department Director. The Branch Director or their designee will review the Dispute and provide written response within 15 business days following receipt of the Step 3 Dispute.

Step 4 – You may appeal a Step 3 Dispute to Step 4 and request final and binding arbitration of your Dispute. The request for arbitration must be in writing and must be made within 30 days following receipt of the response of the Branch Manager in Step 3. Upon receipt of your request, LTBB will, within 10 working days of its receipt of your request provide a list of prospective arbitrators. The parties will choose an arbitrator from the list provided. All fees or expenses of arbitration, including, without limitation, the arbitrator’s fees and expenses for the arbitration shall be borne equally by the parties. Each party will pay its own attorney’s fees or costs other than the arbitrator’s fees and expenses. The employees bring the Dispute bears the burden of proof as to the validity of the Dispute. The decision of the arbitrator shall be in writing, and the decision is final and binding.

SECTION XV. TERMINATION OR REDUCION IN PAY GRIEVANCE PROCEDURE

APPLICABLE LAW: Tribal law and applicable federal law apply to the terms and conditions of employment with the Tribal government and likewise shall govern all petitions for judicial review of final employment decisions.

A. Access the Grievance Procedure. A Claimant must be or have been a government employee and must meet at least one of the following criteria:

1. Must have been a non-probationary employee at the time of dismissal or reduction in pay.

2. Must have received a new classification based on restructuring not requested by the employee within the same department or to a new department with a new classification.
3. An employee of the Tribal government who is also an employee at a Tribal enterprise may not use this process as a grievance procedure between the employee and the Tribal enterprise.

B. Initiating A Grievance (Step 1).

A Claimant must initiate a grievance on a fully completed "Grievance Form." The grievance form will be available at the Human Resources Department and also made available on Tribe's web-site. The grievance form must state the claim, the facts in support of the claim, and the relief requested. If there is not enough space on the grievance form for a complete statement, attachments may be used. Once the grievance is initiated, additional claims may not be added.

1. A Claimant's grievance must:
 - a. Be presented to Human Resources within 14 calendar days of the Claimant's grievance criteria;
 - b. Pertain directly and personally to the Claimant's own employment;
 - c. Not be used to harass or otherwise impede the efficient operations of Tribal government;
 - d. Not have been pursued through another process (for example, a law suit filed in court);
 - e. Not duplicate another grievance challenging the same action or arising out of the same facts.
2. If any of these requirements are not met, the Human Resources Department shall notify the Claimant, using the Grievance Form that the grievance will be administratively closed due to noncompliance. The Human Resources Director's decision to deny access to the grievance procedure on any of the above is final.

C. The Human Resources Director may deny a Claimant access to the grievance procedure on any grounds other than what is listed below following receipt of a written grievance.

1. Management Resolution Step. The Human Resources Director must:
 - a. Accept the grievance
 - b. Enter the date of receipt on the Grievance Form
 - c. Forward the Grievance to the Immediate Supervisor/Department Director by the next business day.

D. Denials from the Human Resources Director must be in writing with in seven (7) calendar days of the receipt of the grievance.

E. If the Claimant is determined to have access to the grievance procedure, the grievance is returned to the appropriate resolution step for a response on the merits.

F. The Immediate Supervisor/Department Director:

1. After receiving the written grievance, the Immediate Supervisor/Department Director should identify the issues, gather information and review the facts or in the case where the Immediate Supervisor or Department Director is the direct supervisor of the Claimant, the grievance proceeds directly to the hearing phase.
2. Within Seven (7) calendar days of the Immediate Supervisor/Department Director receipt of the grievance, a meeting must be held to discuss the issue in dispute. The Claimant and the Immediate Supervisor/Department Director must be at this meeting. Others may participate with the consent of the Claimant and the Immediate Supervisor/Department Director. However, no attorney shall represent either party at the meeting. The meeting should not be adversarial or treated as a hearing. Arguments and cross-examination are not allowed at this meeting. The meeting must not be recorded unless one of the parties has a disability as defined by the Americans with Disabilities Act that would be accommodated by recording the meeting.
3. Within seven (7) calendar days of this meeting, the Immediate Supervisor/Department Director must provide a written response on the appropriate grievance form as provided by the Human Resources Department. The response must

address the issues and the relief requested and shall notify the Claimant of their procedural options.

4. The Immediate Supervisor/Department Director may uphold the employee's termination or reduction in pay or implement appropriate remedies on behalf of the Claimant. The Immediate Supervisor/Department Director may not implement remedies on behalf of the Claimant that are inconsistent with Tribal law, federal law or Tribal government personnel policies. If granting the Claimant relief, the Immediate Supervisor/Department Director should consider the relief requested in the written grievance.

G. Examples of relief, which may be implemented:

1. Reinstatement to the Claimant's former position, or, if occupied, hiring into an objectively similar position at the same rate of pay;
2. Upholding, reducing or rescinding the termination or reduction in pay;
3. An award of full, partial, or no back pay, from which interim earnings must be deducted;
4. The restoration of full benefits and seniority

H. Examples of relief, which are not appropriate:

1. Establishing or revising compensation, classification or benefits;
2. Establishing or revising Tribal policies, procedures, rules, or regulations;
3. Suggesting any adverse action against a Claimant (other than upholding or reducing the action challenged by the grievance);
4. Any other relief that is inconsistent with the statute or procedure.

I. Within seven (7) calendar days of receiving the Immediate Supervisor/Department Director response, the Claimant must:

1. Indicate on the grievance form their intention to continue to the hearing process and submit the form to the; or Immediate Supervisor/Department Director 2. Indicate on

the grievance form their intention to conclude the grievance and submit the form to the Immediate Supervisor/Department Director.

J. Third Party Hearing: The Tribe shall retain an impartial Hearing Officer for appeals from the above. An impartial Hearing Officer shall be selected at random by the Executive from a pool of at least three (3) candidates as provided by the Human Resources Department. The Tribal Council shall appoint the Hearing Officer within 14 calendar days of the claimant's request to continue to a Third-Party Hearing.

K. The Grievance Hearing (Step 2)

A Grievance Hearing must be held and a written decision issued within 30 calendar days of the Hearing Officer's appointment. This time can be extended only upon a showing of just cause to the Hearing Officer.

1. It is the responsibility of the Hearing Officer to notify the parties, in writing of the date, time, and place of the hearing. Service shall be by registered return receipt mail service or personal service.
2. The holding of the grievance-hearing timetable can be extended only by agreement of the parties signed in writing or upon a showing of just cause by one of the parties.
3. The hearing must be held in the locality where the Claimant is or has been employed. The Tribal government must arrange a place for the hearing unless the Hearing Officer chooses to make the arrangements.

L. Pre-Hearing Conference

A Pre-Hearing conference is encouraged. This conference can be conducted in person or by telephone. This conference provides an opportunity to improve the management of the hearing by addressing procedural and evidentiary issues.

M. Length of Grievance Hearing

A hearing is to last no more than one (1) day, unless the Hearing Officer determines that the time is insufficient for a full and fair presentation of the evidence by both sides. The Hearing Officer may grant a postponement or extend the 30-day period for just cause.

N. Absence from the Grievance Hearing

1. The Hearing Officer shall provide a phone number that the Parties can reach the Hearing Officer at immediately before and during the scheduled hearing time in case a Party needs to request an emergency postponement.
2. The Parties must appear at the Grievance Hearing, request a postponement or show just cause for failure to do either.
3. Just cause shall be determined by the Hearing Officer, but shall be limited to sudden injury, illness, or other like emergencies that would cause great detriment to the Party at issue or their dependents (minors or elders in their care) if not addressed by the Party in an immediate fashion, that could not have been addressed earlier.
4. The Hearing Officer has the discretion to grant or deny a request for a postponement. The Hearing Officer has the discretion to excuse an absence for just cause and reschedule the Grievance Hearing. However, the Grievance Hearing and decision may go beyond the 30-day time limit only upon a showing of just cause as outlined above.
5. Should the Claimant fail to appear at the hearing without just cause, to be determined by the Hearing Officer within three (3) working days of the hearing, the Claimant's grievance shall be deemed dropped by the Claimant and ineligible for renewal or revival.
6. In order to make a just cause determination, the Hearing Officer may accept or request statements or proofs of just cause as necessary (such as a doctor's note).
7. Should the Tribe fail to have a representative at the Grievance Hearing without just cause, the Tribe will be required to grant the relief requested in the grievance within three (3) working days of the Grievance Hearing.

O. Recording the Grievance Hearing:

The Tribal government is responsible for providing proper recording equipment, unless the Hearing Officer plans to provide it. The Hearing Officer is responsible for recording the hearing and preserving the recording as part of the grievance record, which shall be kept in the Human Resources Department employee or former employee personnel file. Employees or former employees may review or obtain a copy of their own personnel file without cost.

- P. Authority of the Hearing Officer: Hearing Officers have the authority to:
1. Hold a pre-Hearing conference
 2. Require the parties to exchange a list of witnesses and documents
 3. Issue subpoenas for the appearance of witnesses at hearing and the production of documents
 4. Decide whether non-parties may attend the hearing
 5. Record the hearing verbatim
 6. Administer oaths
 7. Admit evidence, exclude evidence, and accept offers of proof of excluded evidence
 8. Rule on procedural requests
 9. Render written determinations on qualified grievances suggesting appropriate relief
 10. Take other actions as necessary or specified in the grievance procedure.
- Q. Rules for The Grievance Hearing to proceed as follows:
1. Parties may represent themselves or may be represented by an individual of choice; this representative does not have to be an attorney
 2. The Tribe must present its evidence first and must show by a preponderance of the evidence that the action was warranted and appropriate under the circumstances
 3. Opening and closing statements may be made by each party
 4. Formal rules of evidence do not apply
 5. Testimony and exhibits may be admitted into evidence and made part of the record
 6. Non-party witnesses are not to be present in the hearing except to give testimony and be cross-examined

7. The hearing should be closed to the public unless both parties stipulate to the contrary

R. Hearing Officer's Determinations

3. A Hearing Officer's determinations must be in writing. The determinations must contain findings of fact on the material issues and the grounds in the record for those findings. The Hearing Officer must send his decision by certified mail, return receipt requested, to each party.
4. Hearing Officers may determine appropriate remedies but may not determine relief that is inconsistent with Tribal law or federal law or Tribal personnel policies. In suggesting relief, the Hearing Officer should consider the relief requested in the written grievance.
5. Examples of relief, which may be determined:
 - a. Reinstatement to the Claimant's former position, or, if occupied, hiring into an objectively similar position at the same rate of pay
 - b. Upholding, reducing or rescinding the termination or reduction in pay
 - c. An award of full, partial, or no back pays, from which interim earnings must be deducted
 - d. The restoration of full benefits and seniority
6. Examples of relief that is not appropriate:
 - a. Establishing or revising compensation, classification or benefits
 - b. Establishing or revising Tribal policies, procedures, rules, or regulations
 - c. Suggesting any adverse action against a Claimant (other than upholding or reducing the action challenged by the grievance)
 - d. Directing the methods, means or personnel by which work activities are to be carried out
 - e. Award damages, or,

f. Any other relief that is inconsistent with the grievance statute or procedure

S. Noncompliance with The Grievance Procedure

1. If a party fails to comply with a provision of the grievance procedure, the opposing party may challenge such noncompliance to the Hearing Officer, who is authorized to issue final, non-appealable rulings on compliance challenges between parties. No noncompliance challenges can be made after the issuance of the Hearing Officer determination.
2. A challenge to the Hearing Officer will stop the grievance process. The grievance process will resume when the Hearing Officer issues a ruling on the challenge. The Hearing Officer's ruling on the challenge must be made within seven (7) calendar days of the challenge, extending the 30-day hearing period by the length of time it takes to make the challenge.

T. Grievance Noncompliance Appeal:

1. The Claimant's grievance form must comply with the requirements for initiating a grievance.
2. If the grievance form does not comply the Human Resources Director will notify the Claimant, that the grievance will be administratively closed due to noncompliance. The Claimant may request, within seven (7) calendar days of receiving notice that the grievance will be closed, and that a Grievance Hearing Officer will decide whether the grievance complies and can proceed. The Hearing Officer shall be selected in accordance with Section XIV., H. The Hearing Officer shall only review the documents to reach the compliance determination.

U. Party Noncompliance

1. Once the grievance has successfully been initiated, parties must comply with the requirements of the grievance procedure. The Tribe must follow the Hearing Officer's final written determinations made in response to a Grievance Hearing unless appealing the determination as allowed by the grievance procedure. All claims of noncompliance should be raised immediately. By proceeding with the grievance after becoming aware of a procedural violation, one may forfeit the right to challenge the noncompliance at a later time. To remedy noncompliance, a party must:

- g. Notify the other party in writing of the noncompliance (if the Tribal government is out of compliance, written notice of noncompliance must be made to the Human Resources Department)
- h. Allow the other party seven (7) calendar days after receipt of the written notice to correct the noncompliance
- i. If the noncompliance is not corrected, the party may request a ruling from a Hearing Officer (providing the other party with a copy of that request); the request must identify the specific requirement of the grievance procedure that has not been followed
- j. If the noncompliance is corrected within the seven (7) calendar days, the party is considered in compliance and no relief will be available from the Hearing Officer, and,
- k. If the Hearing Officer finds that a party has failed to correct the noncompliance within the seven (7) calendar days, the Hearing Officer may (i) order the party to correct the noncompliance, or (ii) where a substantial procedural requirement of the grievance procedure was violated without just cause, render a final, binding and non-appealable decision against the noncomplying party on any qualifying issue

V. Review of A Hearing Officer's Determinations

A Hearing Officer's determination must be consistent with Tribal law and federal law and Tribal personnel policies. Once a Hearing Officer's recommendation is made, it is subject to Tribal Court review only for a decision as to whether the Hearing Officer's determination was arbitrary and capricious or inconsistent with Tribal law or federal law or Tribal personnel policies, or a determination on whether the Tribal government failed to follow the Hearing Officer's recommendation and then an order to do so with whatever additional remedies the Court deems just.

W. Additional Grievance Procedure Rules

Computation of Time: In computing any period of time required by this procedure, the day of the event from which the designated period of time begins to run shall not be included.

- 1. Example: If the Human Resource's Department receives the appropriate grievance form from a Claimant on Tuesday, then Wednesday is considered the first of the

seven (7) calendar days in which the Human Resources Department must respond to the grievance.

X. Extension of Timeframes:

Upon mutual agreement, parties to a grievance may extend all pre-qualification time limits including, but not limited to, the 30-calendar day grievance initiation requirement. After a Hearing Officer is assigned, a request for postponement of the Grievance Hearing must be directed to the Hearing Officer. All extension agreements must be in writing.

Y. Costs of a Grievance Hearing:

While the cost of the Hearing Officer and the facilities for the Grievance Hearing shall be borne by the Tribal Government, incidental costs of a Grievance Hearing for the parties such as transportation, meals, and lodging for the Claimant is the sole responsibility of the Claimant.

Z. Reasonable Accommodations for Disabled Persons:

The Tribal government must provide reasonable accommodations for disabled persons as defined in the American's with Disabilities Act participating in the grievance process.

SECTION XVI. DEFINITIONS

Arbitrary or Capricious: In disregard of the facts or without a reasoned basis.

Attachments: Documents joined with the grievance form in the resolution steps and in the qualification decision.

Back Pay: Retroactive payment of wages, bonuses, leave or other benefits, overtime (if a requisite of the job) and other forms of fixed compensation, as directed by the hearing officer.

Claimant: An employee of the Tribe who files a grievance under this procedure

Cross-Examination: Questioning by the opposing party to test the truth or further develop the prior testimony of a witness.

Discrimination: Different or hostile treatment based on race, color, religion, political affiliation, age, disability, national origin, or sex, sexual orientation or veteran status. Indian and Tribal preference as allowed under Tribal law or Federal law is not discrimination.

Grievance: Written complaint on the grievance form stating the nature of the claim, the facts in support of the claim, and the relief requested.

Harass: Action taken with the intent or purpose of impeding the operations of the Tribe.

Termination: Separation, which is not of free, will; resignation obtained through misrepresentation, deception, duress, coercion, or time pressure.

Just Cause: A reason sufficiently compelling to excuse not taking a required action in the grievance process.

Noncompliance: Failure to follow a grievance procedure rule.

Offers of Proof: Documents, testimony and other evidence offered but not admitted into the record.

Preponderance of the Evidence: Evidence, which shows that what is sought to be proven, is more probable than not; evidence that is more convincing than the opposing evidence.

Reduction in Pay: Actions taken regarding an individual employee. This does not include across the board actions that affect all employees.

Pay: Wages, bonuses, leave or other benefits, overtime if a requisite of the job and other forms of compensation.

SECTION XVII. APPLICABLE LAW

Tribal law and applicable federal law apply to the terms and conditions of employment with the Tribal government shall govern all petitions for judicial review of final employment decisions.

SECTION XVIII. LTBB CONSTITUTION ARTICLE XVIII. SOVEREIGN IMMUNITY

A. Tribal Immunity from Suit

The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, shall be immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity, and officials and employees of the Tribe acting within the scope of their duties or authority shall be immune from suit.

B. Suit against Officials and Employees

Officials and employees of the Little Traverse Bay Bands of Odawa Indians who act beyond the scope of their duties and authority shall be subject to suit in Tribal Court for purposes of enforcing rights and duties established by this Constitution or other applicable laws.

Little Traverse Bay Bands of Odawa Indians
Human Resources Department
7500 Odawa Circle, Harbor Springs, MI 49740
Tele: (231) 242-1555 Fax: (231) 242-1565

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about LTBB, and I understand that I should consult the Immediate Supervisor or the Human Resources Department regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies in this handbook.

I acknowledge that if I am in receipt of LTBB data, files, keys, or other such property, that I must return all such items upon termination, or legal action may be taken against me.

Furthermore, I have read the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee Signature

(Print) Employee Name

Date